

DEPARTMENT OF THE NAVY  
COMMANDING OFFICER, NAVAL STATION MAYPORT  
P. O. BOX 280112  
JACKSONVILLE, FL 32228-0112

THE CITY OF JACKSONVILLE FLORIDA  
JACKSONVILLE, FL

NAVSTA  
5000  
Ser 00/1846

COJ  
5000  
Code

MEMORANDUM OF AGREEMENT  
BETWEEN  
NAVAL STATION MAYPORT  
JACKSONVILLE, FL  
AND  
THE CITY OF JACKSONVILLE, FL

Subj: MEMORANDUM OF AGREEMENT ESTABLISHING AND MAINTAINING  
PERIMETER CLEAR ZONE

Ref: (a) DOD 2000.16  
(b) Military Handbook Design Guidelines 1013/1A and 1013/10  
(c) Unified Facilities Criteria (UFC 4-010-02)

1. Purpose. In accordance with references (a) through (c), this agreement, between the Commanding Officer of Naval Station, Mayport, Florida (hereinafter "NS Mayport") and the City of Jacksonville, Florida (hereinafter "Jacksonville"), is the establishment of a five foot perimeter clear zone between Jacksonville, Hanna Park, and NS Mayport and understanding the process for maintaining the clear zone as set forth.

a. Effective date and termination of agreement:

(1) This agreement shall be entered into and effective on the date the last party signs the agreement.

Subj: MEMORANDUM OF AGREEMENT ESTABLISHING AND MAINTAINING  
PERIMETER CLEAR ZONE

(2) Both parties shall review this agreement at least annually. This agreement may be amended only by mutual consent, in writing, of both parties unless either party is required to change the agreement by statutes, executive orders, directives or other government requirements.

(3) This agreement shall remain in effect for six years, or until cancelled by written mutual agreement by all parties.

(4) This agreement may be unilaterally terminated by either party by giving written notice to the other party of intention to do so. Such notice of intention to terminate shall take effect no less than sixty (60) days from the date that such notice is received by the non-terminating party.

2. Administration of agreement. The procedures outlined in this MOA apply to NS Mayport and the City of Jacksonville.

a. Costs and reimbursements. All services provided under this agreement shall be rendered and maintained by NS Mayport without reimbursement by Jacksonville. NAVFAC SE will procure annual funding to maintain perimeter five (5) foot clear zone on a recurring basis. NS Mayport Environmental Department will bear the responsibility on all environmental matters to include protected species of animal and plants. NS Mayport Environmental Department will liaison with Jacksonville counterparts with all concerns. NS Mayport Environmental Department will ensure mutual resolutions are reached through the life of this agreement.

b. Waiver of insurance. NS Mayport will ensure that the contractor performing the work of clearing and maintaining the perimeter clear zone is appropriately insured.

3. Responsibilities.

a. Costs and Reimbursements. NS Mayport Public Works Department shall assume the overall responsibility of the clearing and maintenance of the perimeter clear zone.

(1) Jacksonville shall notify NS Mayport of any situation that will impede the upkeep of the perimeter clearing.

Subj: MEMORANDUM OF AGREEMENT ESTABLISHING AND MAINTAINING  
PERIMETER CLEAR ZONE

b. Preliminary Coordination.

(1) Both Naval Station Mayport and the City of Jacksonville are encouraged to visit the area and address all concerns to alleviate any future discrepancies.

4. Other Provisions.


a. Nothing in this MOA shall create any claim, right or benefit, substantive or procedural, enforceable at law or equity by any of the parties against any of the other party, or by any third party against any of the parties hereto. Nor is the MOA intended to make or authorize the expenditure or obligation of funds exceeding an amount available in Congressional or Legislative appropriations. Nor is the MOA intended to involve the parties in a contract or obligation for the payment of money before an appropriation is made unless authorized by law.

b. As an agency/subdivision of the State of Florida, Jacksonville is precluded by Section 768.28, F.S., from agreeing to indemnify, defend, or hold harmless NS Mayport. Any party desiring to assert a claim against Jacksonville may do so as authorized by state law. The Department of Defense, Department of the Navy, and NS Mayport, as sovereign instrumentalities of the United States Government, are precluded by federal law from agreeing to indemnify, defend, or hold harmless any party, including Jacksonville. Parties desiring to assert a claim against NS Mayport may do so as authorized by federal law. The Department of the Navy represents and warrants that it is a Federal entity, a Service Component of the Department of Defense, United States Government. As such it is a self-insurer for damages, losses and liabilities caused by its employees, members, officers, agents, contractors and other operating under its supervision, direction or control. Any losses incurred or suffered by Jacksonville, its employees, officials, agents, physical property or premises arising from the actions, inactions or negligence of the Department of the Navy, NS Mayport, or its contractor, in connection with the MOA, shall be determined in accordance with the Federal Tort Claim Act, 28 USC Ch. 171 and the liability insurance protection of the Base Operating Support Contractor performing the work.

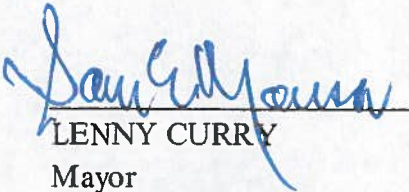
c. This MOA contains the complete understanding of the parties with respect to the subject matter of this MOA. Any amendments hereto shall not be effective unless they comply with the requirements as established in paragraph (1)(a)(2) of this MOA.

Subj: MEMORANDUM OF AGREEMENT ESTABLISHING AND MAINTAINING PERIMETER CLEAR ZONE

d. This MOA cannot be assigned by any of the parties except to another entity within their respective governments. Each party shall provide written notice to the other parties prior to making such assignment

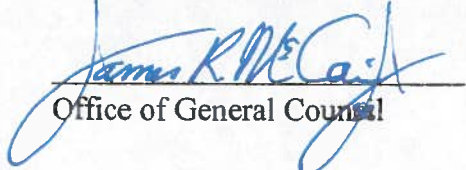
  
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W. R. McCALL  
Commanding Officer  
Naval Station Mayport

2/5/16

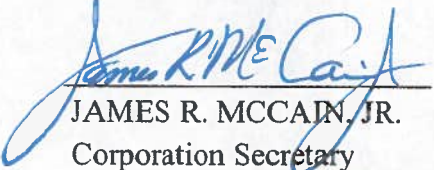
  
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LENNY CURRY  
Mayor  
City of Jacksonville

Sam E. Mousa  
Chief Administrative Officer  
For: Mayor Lenny Curry  
Under Authority of:  
Executive Order No. 2015-05

FORM APPROVAL:

  
\_\_\_\_\_  
Office of General Council

ATTEST:

  
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JAMES R. MCCAIN, JR.  
Corporation Secretary

